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PART II.

Notifications by Govt. of India, Resident, Chief Court, &c.

JUDICIAL DEPARTMENT.

IN THE CHIEF COURT OF MYSORE AT BANGALORE.

CIVIL SIDE.

Addendum and Corrigendum, dated 25th October 1905 to the Process Rules published under notification dated 25th January 1905.

The Chief Court directs that the following correction and addition be made in the above rules:—

1. In para 1 of Rule XVIII the figures "25" shall be substituted for the figures "50."
2. The following shall be added at the end of the 2nd para of Rule XVIII:—

"The Courts in the same station as the Nazarath should remit the amount claimed within *three* days of receipt of the bills, and a week should be the longest time allowed in the case of Courts at outlying stations."

3. To the heading of column 7 of Register D prescribed by the rules the words "and signature of witnesses" shall be added.

CIVIL SIDE.

Rule of Practice No. 127, dated 30th October 1905.

The following rules in regard to the payment into the Public Treasury of moneys paid into Court, the Registers of such moneys and the security to be taken from Nazirs, are issued by the Chief Court, under Section 652 of the Code of Civil Procedure, in supersession of Rule of Practice No. 15, dated 29th November 1878, and its amendments:—

1. All sums paid into Court on whatever account shall be entered on the day of receipt in Register X prescribed by Rule of Practice No. 2, dated 12th June 1878.

2. All sums paid in execution of decree if not disbursed to the decree-holder on the same day, and all sums paid in as security or as proceeds of sale of intestate property or other deposit, or in payment of stamp duty and penalty, shall be sent to the District or Taluk Treasury on the day of receipt where the Treasury is at the same place as the Court, and at the end of each month where the Treasury is at another place.

3. Such sums when paid into the Treasury shall be entered in the disbursement side of Register X under signature of the person receiving the money for payment into the Treasury, and will no more appear in that Register, but in the Register of Deposits, No. XI.

4. Sums paid into Court as expenses of witnesses, postage, diet money for prisoners, Miscellaneous expenditure in execution of decrees, copyists, Commissioners, arbitrators or translators' fees, may be kept in the hands of the Nazir; but not to an amount exceeding Rs. 100 in the Munsiffs' Courts, and Rs. 200 in other Courts, unless the amount is increased by special order of the Chief Court. When the sum in hand exceeds that sum, it shall be sent to the Treasury.

5. The Nazir, in Courts where there is a Nazir, and in other Courts the Head Munshi, shall be responsible under the Judge of the Court for the correct keeping up of the Registers Nos. X, XI and XII connected with the payment of money, and shall also be strictly responsible for the money shown by Register X to be remaining in hand.

6. The Nazir or other officer as aforesaid shall give security either by bond with deposit of title-deeds of immovable property or by deposit of cash or Government promissory notes to the extent of Rs. 250 in the Munsiff's Courts, and Rs. 500 in other Courts. The Head Munshi of every Munsiff's Court shall furnish the like security to the extent of Rs. 250, unless the District Judge shall otherwise direct. The security bond shall be in the annexed form.

The following form will be substituted for the one annexed to the said Rule of Practice :—

FORM OF SECURITY BOND.

KNOW ALL MEN BY THESE PRESENTS that I of am bound to in the sum of Rs. to be paid to the said or his successors or assigns. As security for which payment I have delivered to and deposited with *the several instruments of title and documents relating to immovable property, particularised in the schedule hereto, of which I am possessed or to which I am otherwise well and sufficiently entitled;*

Whereas I, the said have been appointed to the office of and have been called upon to furnish security for the due discharge of the duties and trusts of the said office or of any other office to which I may be hereafter appointed; and for the due account of all moneys, papers and other property which shall come into my possession or control by reason of any such office;

Now the condition of this obligation is such that if I the said shall always duly discharge the duties and trusts of the said office or offices, and deliver up all moneys, papers or other property within such time and to such person as shall be demanded in writing by the person at the Head of the Office to which I belong, and pay to the , his successors and assigns, the amount of any loss or defalcation in my accounts, and in all other ways indemnify the said , his successors and assigns from all loss and damage which may be occasioned by my neglect or default in the discharge of the duties and trusts aforesaid, then this obligation shall be void. Otherwise the same shall remain in full force, with power to the said , his successors, assigns or his or their duly authorized officers or servants from time to time *to sell and dispose of the said immovable property or other immovable property of the same or greater value that may be permitted by the Government of Mysore to be substituted by me or a sufficient portion thereof and to apply the proceeds* in and towards the indemnity as aforesaid of the said , his successors and assigns as the case may require;

And I further agree that on my vacating the said office of the abovementioned *immovable property or any other immovable property which may be substituted therefor as aforesaid shall not be at once released or the documents of title relating thereto be at once returned, but such immovable property shall remain charged and the documents of title relating thereto remain* with the said for the term of six months as security against any loss that may have been incurred by the said owing to my neglect or default and which may not have been discovered until after my vacating my appointment:

Provided always that *the release of the said immovable property or the return of the said documents of title relating thereto* shall not be deemed to affect the right of the said to take proceedings upon the said bond against me in case any breach of the conditions of the said bond shall be discovered after *the release of the said immovable property or the return of any of the documents of title relating thereto.*

The schedule above referred to.

Signed and delivered by the said in the presence of

V. A. RAJARATNA MUDALIAR,
Registrar.